

GENERAL SUPPLY CONDITIONS

1. **Return** - Ex Works (EXW)
2. **Transport** – Excluded / To be agreed.
3. **Packaging** – Included standard pallet or box - special custom-made packaging, such as wooden cages and crates, to be invoiced at cost.
4. **Payment** – as per offer
5. **V.A.T.** – Excluded from the indicated prices.
6. **Lead time** – as per offer (**The possible displacement / travel of our technicians at your site for start-up and / or maintenance of systems, is closely related to the epidemiological emergency from COVID-19.)
7. **Installation** - Excluded from the present, to be agreed.
8. **Offer validity** - 30 days from today's date
9. **Contractual regulations** - The general conditions listed in this document, regulate all the contractual relations between the parties regarding the supply of products marketed by *Idealtech Srl*. Any modifications/variations of the above mentioned general conditions of sale, even if made on the initiative of our Agents, will be binding for our Company only after our written confirmation and, in any case, limited to the contracts to which they refer to. Therefore, any conditions proposed by the Customer, other than those provided for in this contract, are to be considered expressly excluded and not accepted by *Idealtech Srl*, unless confirmed in written by the Company.
10. **Order confirmation**- The order confirmation issued by *Idealtech Srl* represents the acceptance of the Customer's order, through which the present contract is considered official; such acceptance of the order does not however mean in any way the acceptance of the Customer's purchase terms. For this to become possible, an express written confirmation by *Idealtech Srl* is absolutely required.
11. **Commercial information and prices** - The commercial and technical information contained in the company information material (Brochures and depliants), are considered binding only if specifically, and expressly referred to in the contract. Prices may also be subject to change, by previous communication and/or agreements signed by both parties. The prices applied will be those in force at the time of receipt of the Customer's order. Each offer is valid for a maximum period of 2 months, except for extraordinary events beyond the control and will of *Idealtech Srl*, which may cause a variation of those indicated therein.
In this case, the modifications will be communicated to the Customer as soon as possible or through the relative Order Confirmation.

12. Informations given by the customer – During negotiations, the Client has the obligation and responsibility to communicate in written form the regulations, instructions and standards that are in any capacity and in any way related to the production and execution of the products, their activities or the prevention of accidents or diseases.

In the absence of the above-mentioned information, *Idealtech Srl* will proceed according to its own standards and internal regulations.

13. Shipment and delivery terms - All shipments made by *Idealtech Srl* are not insured. When ordering, the customer will have the possibility to ask for such insurance, which will be charged to during the billing process, together with the shipping costs. The delivery term as agreed in the Order Confirmation sent by *Idealtech Srl* is the one to be considered valid. Partial deliveries of material are always possible on Customer's request or on possible communication of *Idealtech Srl*. In the latter case, the Customer may or may not give his consent to make the partial shipment.

The terms established for the delivery of the goods must always be intended in favour of both parties; therefore, it must normally be considered purely indicative and not essential.

In fact, in the case of the supply of special machines or machines made to the customer's specifications.

The delivery term is never exhaustive but could be subject to small delays due to both the complexity of the activities carried out by *Idealtech Srl* for the production of the requested products (as already specified: special machinery made to customer specifications and/or prototypes for the application of new materials) and due to the mixed nature of the contract itself, the delivery date indicated in the Order Confirmation is to be considered always and only indicative, therefore excluding, in case of modification of the delivery terms, any and mutual rights to indemnification or compensation. In case of a reasonable and justified delay in delivery, the Customer shall not be entitled to withdraw from the Contract and/or to claim any kind of compensation. Any event of force majeure (such as, for example, natural events such as earthquakes or heavy thunderstorms, fire, vandalism, or theft of materials) shall suspend the term for its entire duration. If, as a result of force majeure events, the contract cannot be executed within 60 days following the deadline agreed upon in the Order Confirmation, each of the parties shall have the right to withdraw from the contract by registered letter with return receipt within 10 days following the expiration of the aforementioned 60 days, remaining always and in any case mutually exclusive rights to compensation or indemnification. *Idealtech Srl* expressly does not accept contracts in which penalties for late delivery or other similar clauses are foreseen.

14. Warranty - *Idealtech Srl* guarantees the products you market and/or products for 12 months. The warranty period is always limited to a maximum of 15 months from the date of shipment, even if the material shipped will be used after that date. In any case, the warranty is always limited to the value of the goods delivered. *Idealtech Srl* is free to decide whether to repair or replace the parts/units not working under warranty. The correct functioning of our products is guaranteed only when using materials, adhesives and in general chemical substances specified in the contract.

Idealtech Srl also guarantees the applicatory function of its products, but does not guarantee the quality of the process or of the final result, as this is determined and influenced by many factors (glues, adhesives used, equipment of others, etc.). Suppliers, environmental conditions, materials used in the Customer's production process, etc.), most of which are completely out of the Company's control. Finally, Idealtech Srl does not recognize any right for the customer to compensation for the possible stoppage of the plant or of the line and for the possible lack of production.

15. Reservation of ownership – It should be noted that, regardless of the delivery of the equipment indicated herein and the down payments that will be made by way of payment of the agreed price, the Buyer shall assume ownership of the equipment in question only after payment of all instalments to cover and balance the total price; in any case, the Buyer shall assume all responsibility and bear all risks from the time of delivery, i.e. from the time the equipment is placed at his disposal.

The Buyer also undertakes to immediately notify Idealtech Srl of any transfer of ownership of the purchased goods which, however, cannot be transferred without the explicit consent of the selling party. The Buyer shall not sell, donate, exchange, alienate, pledge, seize or in any way alter or bind the machinery in question until the total payment of the agreed and concerted price.

16. Exclusion of warranty and further specifications – Idealtech Srl does not guarantee the correct functioning of its products and excludes the warranty in the following cases: **a)** if unknown, dangerous, abrasive materials are used; **b)** if no special/particular application conditions have been communicated; **c)** if little importance has been given to events and conditions able to compromise the correct functioning of Idealtech products, without any fault on its part. The warranty is recognized only on the original parts supplied by Idealtech Srl and does not cover in any way damages resulting from the use of other components supplied by other suppliers.

The warranty is irreversibly void if Idealtech products are modified without written consent by Idealtech or if parts of other suppliers are added or replaced. Damages caused by electrical and electronic connection errors carried out by Idealtech are not covered by the warranty.

Customer, from improper use and from the use of mixtures or mixtures of different glues or from events and causes beyond the control of Idealtech Srl (Force Majeure, Fire, etc.) are never guaranteed.

Parts of ordinary wear and tear are excluded from the warranty; in particular electrical and mechanical components of regular use (e.g. contactor lights, resistors, probes, filters, modules, nozzles, etc.) and damaged parts, due to the use of the equipment that goes beyond the service regulations or due to incorrect installation by the customer. **Complaints-** Complaints regarding differences of quantity, weight, article code etc. are almost always taken into consideration if communicated within and no later than 8 days of receipt of the material. The correctly sent material can be returned only after the consent of Idealtech Srl and with a 5% deduction on the value of the credit note to cover the managing costs. The parts and application units specifically produced at the Customer's request and therefore special and non-standard can not be returned under any circumstances.

17. **Payments** – The place of payment is settled at Idealtech Srl - Varedo (MB). Any delay in the payment, even partial, of our invoices beyond the agreed due date will give rise to the immediate start of default interest. In addition, the non-payment or delayed payment of invoices, for whatever reason, will entitle the Company, without prejudice to any other initiative, to demand the advance payment of the remaining supplies, or to consider the contract temporarily suspended or definitively terminated and to cancel the execution of any other orders in progress, without the buyer being able to claim compensation, indemnification or anything else.
18. **Solve et repete** – Except for those of nullity, cancellation and rescission of the contract, no other exception can be opposed by the purchaser to delay or avoid payment.
19. **The applicable law** - For any clause not expressly taken into consideration in this contract reference is to be made to the Italian law.
20. **Place of jurisdiction** - The place of jurisdiction for all possible controversies is that of Idealtech Srl headquarters.

We hope that we will always be honoured by your reference and we remain at your disposal for any further information you may require and send you our best regards.

Date and place

Legible stamp and signature

“Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, you hereby declare that you have carefully read, approve and, specifically, accept all the articles of this Contract and, in particular, the paragraphs entitled "Retention of Title" - "Termination" - "Jurisdiction".
Read, confirmed, and undersigned.

Date and place

Legible stamp and signature

IDEALTECH S.r.l.
Mr. Enrico Bozza



